UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

IAN POLLARD, on behalf of himself and all others similarly situated,	)	
Plaintiffs,	)	
v.	)	Case No. 4:13-cv-00086-ODS
REMINGTON ARMS COMPANY, LLC, et al.	)	
Defendants.	)	

JOINT RESPONSE TO OBJECTIONS AND SUBMISSIONS
FILED BY LEWIS FROST, RICHARD DENNY, AND PAUL VIGANO

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I. INTRODUCTION

Plaintiffs[1] and Defendants Remington Arms Company, LLC ("Remington"), E. I. du Pont de Nemours and Company, and Sporting Goods Properties, Inc. submit this joint response to the objections filed by Lewis Frost and Richard Denny (Doc. # 150), and the submission of Paul Vigano (Doc. # 167).[2]

II. OBJECTORS LEWIS FROST AND RICHARD DENNY

Lewis Frost and Richard Denny ("Objectors") make several arguments against final approval of the Settlement that are unsupported by the facts and the law. The Objectors rely heavily on an attached affidavit from Todd Hilsee—the second filing by Mr. Hilsee following his unsolicited "amicus" brief. Doc. # 150 at Ex. 2. Mr. Hilsee relies extensively on publications from the Federal Judicial Center (that he purportedly helped develop) to attack the extensive notice efforts in this case. But the Federal Judicial Center publications are merely guidelines and non-binding on this Court. *See* Doc. # 137-1 at ¶ 7. Regardless, the parties met the FJC's guideline for notice reach in the first round of notice, *see* Doc. # 139-1 at ¶¶ 7, 11-20 & n.6, and then engaged in a multi-faceted supplemental notice program that necessarily extended that reach even further. Mr. Hilsee's arguments are without merit.

Additionally, rather than confining his arguments to facts and notice methodologies, Mr. Hilsee sets forth innumerable misstatements and other false, sensational claims, including that the Parties' notice efforts were designed to "discourage Remington's customers from taking advantage of the settlement." *See, e.g.*, Doc. # 152 at Ex. 2 ¶ 56. Mr. Hilsee has also publicly disparaged the Parties and their notice experts on social media. *See* Ex. D. Mr. Hilsee's unprofessional and self-promoting conduct has no place in this (or any) litigation.[3]

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[1] Dylan Anderson, Rodney Barbre, Wallace Brown, John Corsi, Chase Delperdang, Gordon Hardaway, Roger Keesy, William Massie, William Moodie, Gary Otis, Ian Pollard, James Waterman, and Mitchell Winterburn.

[2] The submissions of Roger Stringer (Doc. # 149) and Kelly Edwards (Doc. # 169) are also addressed *infra* n.10.

A. The Notice Campaign Exceeded Due Process Requirements.

1. *Due Process and Supplemental Notice: Summary.*

Beginning in the summer of 2015, notice of the Settlement was widely disseminated through a variety of direct, print, and online media, reaching approximately 74% of all Settlement Class Members almost three times. The Class Action Settlement Administrator averred that the Notice Plan provided the best notice practicable under the circumstances and comported with Due Process and FED. R. CIV. P. 23. (Declaration of Steven Weisbrot on Implementation and Adequacy of Notice Plan, Doc. # 92-9 at ¶¶ 6, 28-32).

Following the Court's December 2015 Order, the Parties developed an additional notice plan that included a state-of-the-art social media campaign developed by Signal Interactive Media LLC; a broad radio campaign with advertisements covering 98% of U.S. markets; a reminder, direct notice to members of Settlement Class B(2); the dissemination of nearly one million emails and 93,000 postcards to all potential class members for whom Remington could locate an email or physical mailing address; and the distribution of informational posters for display at more than 11,000 third-party retail locations. (Doc. # 127 at 6-10; *see also* Signal Report (Doc. #127-1) at 6-8, 11-29). In addition to these multiple avenues through which

[3] Counsel for Objectors, Scott Bursor, and Mr. Hilsee are no strangers when it comes to objecting to class action settlements. In *Joseph v. Monster, Inc.*, No. 15 CH 13991 (Cook County, Illinois), for example, Mr. Bursor is currently representing a settlement objector, and Mr. Hilsee has submitted a declaration attacking the parties' notice plan (incidentally created by Steve Weisbrot, who created the initial notice plan in this litigation). In other litigation, Mr. Bursor has been sanctioned by United Stated District Judge Jed Rakoff for fraud on the court. *See Eben v. Kangadis Foods*, No. 13-cv-2311, ECF. 125 (S.D.N.Y. April 30, 2014) (requiring Mr. Bursor to pay $20,335 in defense fees and costs, plus $20,000 in sanctions to the court).

Settlement Class Members could learn of or be reminded about the Settlement, this litigation has also received significant local and nationwide press coverage, including online and in television reports. (Declaration of Steven Weisbrot on Implementation and Adequacy of Notice Plan, Doc. # 92-9 at ¶ 6, 20, 28-32). This is known as "earned media" and acts as a further supplement or compliment to the two robust notice campaigns previously approved by the Court.

2. *Direct Notice Provided by Remington was Over Inclusive.*

Following the Court's December 2015 order, and to supplement the robust notice campaigns undertaken by Angeion and Signal, Remington analyzed all of its data from multiple databases, compiled a list of nearly one million email addresses and 93,000 physical addresses, and sent direct notices to all valid addresses in September 2016. Ex. A., Declaration of Amy M. Crouch ("Crouch Decl.") at ¶¶ 6-9. The data sources analyzed included people who signed up for email notifications on Remington's website or at a trade show, had repair work performed by Remington, or contacted Remington's customer service lines. It also included all records of warranty registrations that Remington has in its possession, for any model. This effort was undertaken to identify all individuals for whom Remington has an email or physical mailing address, whether a member of the Settlement Classes or not. *Id.* at ¶ 6. The largest data set was Remington's email distribution list (which contained nearly 800,000 email addresses), which served as the primary list from which all other data was de-duplicated. *Id.* at ¶¶ 6-7. After all email addresses were de-duplicated from all sources, a list of physical mailing addresses was compiled for those individuals for whom Remington had no email address. *Id.* at ¶ 8. After the mailings were complete, for all email bounce-backs to Remington, if a physical mailing address could be located, a postcard notice was mailed. *Id.* at ¶ 10. For all returned/undeliverable postcards, if a new mailing address could be located, a new postcard was mailed. *Id.* To further its direct notification efforts, on January 24, 2017, Remington will send another reminder email notice to the nearly one million email addresses it compiled. *Id.* at ¶ 11.

A federal district court recently approved a class action settlement involving a firearms manufacturer after concluding that individual notice was impracticable in part because the company, like Remington, did not sell directly to consumers and accordingly had no sales records from which contact information could be derived. *See Carter v. Forjas Taurus*, No. 1:13-cv-24583, 2016 WL 3982489, at *6 & n.12 (S.D. Fla. July 22, 2016) (noting it was not practical to require the manufacturer to piece together contact information for potential class members). The objectors specifically argued that Taurus should be required to go through its records and compile a list of whatever contact information it could locate. The court rejected that argument, finding it would be "grossly out of proportion" to the negligible few Class Members located[]" to require Taurus to engage in that effort. *Id.* at * 6. Here, in contrast, Remington compiled an overbroad list of consumers that included Settlement Class Members and others—precisely the effort the *Taurus* Court determined was "grossly out of proportion" to the potential benefit. *Id.*

Notwithstanding the overbreadth of the individual notice campaign undertaken by Remington, the Objectors still contend that the Parties "fail[ed] to utilize physical mailed Notice to the fullest extent possible." (Doc. # 150 at 5). This argument lacks merit. As an initial matter, Mr. Hilsee has recognized that nearly 75% of all direct mail is thrown away and never opened. (*See* Declaration of Matthew L. Garretson Regarding Pre-Program Testing and Proposed Social Media and Radio Awareness Program, Doc. # 139-2 at ¶¶ 28-29). Nevertheless, Remington *twice* sent a physical mailing to the only targeted list of potential Class Members it has in its possession (*i.e.*, those in Settlement Class B(2) who paid Remington to install an XMP and who are entitled to a refund). Ex. A., Crouch Decl. at ¶ 9. With its reminder to this group of class members, Remington included the appropriate claim form. *Id.* In addition, Remington sent nearly one million emails and 93,000 postcards to an overbroad, non-targeted list containing contact information for both Settlement Class and non-Class Members. *Id.* at ¶¶ 6-10. This is consistent with, and in fact broader than, the direct-notice component in other recent class action settlements. *See, e.g.*, *Noll v. eBay, Inc.*, 309 F.R.D. 593, 601, 604-05 (N.D. Cal. 2015) (approving direct notice in the form of emails to class members, followed by physical mail to class members for whom the defendant did not have email addresses or whose emailed notice was returned as undeliverable); *Hashw v. Dep't Stores Nat'l Bank*, 182 F. Supp. 3d 935, 946 (D. Minn. 2016) (approving direct notice plan in which the defendant sent notice to all class members for whom it had either an email or mailing address). Indeed, Remington has gone far beyond the notice efforts approved in *Taurus*, where *no* direct communications were sent, even though the firearms manufacturer in that case likely had similar records to what Remington has here.

In the cases cited by Objectors, *see* Doc. # 150 at 16, in which physical mailing notice instead of email notice was required by the court, the defendant had in its possession targeted lists of class members with contact information. *See Karvaly v. eBay, Inc.*, 245 F.R.D. 71, 91 (E.D.N.Y. 2007) (physical mail notice required because defendant admitted it had "'an easily accessible list of the names and address of its individual account holders. . . .'"); *Sharma v. Burberry Ltd.*, 52 F.Supp.3d 443, 463 (E.D.N.Y. 2014) (wage and hour collective action in which defendant necessarily had class members' contact information because they were defendant's employees); *Reab v. Elec. Arts, Inc.*, 214 F.R.D. 623, 630 (D. Colo. 2002) (same). None of the data that Remington analyzed for Supplemental Notice was specific to the

Settlement Class Members—no such lists exist. Given these facts, caselaw (including the *Taurus* decision) indicates that the best practicable notice requirement of Rule 23 can be satisfied through print, radio, and/or social media campaigns alone, with no "direct notice" component included. At the very least, email notice (rather than print notice) to the overbroad lists that Remington could compile was the best notice practicable under these circumstances. *See Carter*, 2016 WL 3982489, at *6-7; FED. R. CIV. P. 23(c)(2)(B).

If Objectors' arguments were valid, Remington would have been required to send more than one million physical mailings to a non-targeted list of consumers, some of whom own the product at issue and some of whom do not. Defendants are aware of no case in which a court has ever required such far-reaching "direct" notice efforts. To implement such a requirement would obliterate the Rule 23 standards that (1) notice only needs to be the "best practicable" under the circumstances, and (2) individual notice need only be sent to class members who can be identified through "*reasonable effort*." FED. R. CIV. P. (c)(2)(B) (emphasis added).

Finally, on the issue of print mail versus email, recognizing that technology has changed the ways in which society now communicates, the Rule 23 Subcommittee to the Federal Advisory Committee on Civil Rules has proposed amendments to Rule 23(c)(2)(B) that allow for providing notice by the "most appropriate means" and explicitly recognize that such means may be electronic. Proposed Amendments to the Federal Rules of Appellate, Bankruptcy, Civil, and Criminal Procedure, at pgs. 211-220 (available at http://www.uscourts.gov/sites/default/files/2016-08 preliminary_draft_of_rules_forms_published_for_public_comment_0.pdf). The drafters specifically recognize that Rule 23 does not currently "specify any particular means as preferred" to satisfy the "best notice practicable" standard. They also recognize that "other forms of communication" beyond first class mail now "may be more reliable and important to many." *Id.* This recognition is in line with the state-of-the-art method and digital approach implemented here by Signal Interactive Media LLC. (*See* Declaration of Matthew L. Garretson Regarding Pre-Program Testing and Proposed Social Media and Radio Awareness Program, Doc. # 139-2 at ¶ 22).

The Objectors also argue that Remington "could" have utilized records from third parties such as retailers, the NRA, or various government registration or license databases. (Doc. # 150 at 20-21). But none of these third parties has a targeted list of the Settlement Class Members in this case, and all of these suggestions are inherently unreasonable. The *Taurus* court recognized that no national database of firearms purchasers exists. *See Carter*, 2016 WL 3982489, at *6. Regardless, such a database would not be targeted to class members, as it would include all purchasers rather than current owners. *Id.* at *6. Further, ATF Form 4473s (which must be completed when a firearm is purchased) are immune from legal process and not subject to subpoena or any other discovery mechanisms. *See* Doc. # 139-1 at ¶¶ 27-28, *see* Consolidated and Further Continuing Appropriations Act, 2012; P.L. 112-55; November 18, 2011, 125 Stat. 552, 609-610; 18 U.S.C. 923 note.[4] Additionally, the NRA does not sell its membership lists and, regardless, notice was already disseminated in an NRA publication (American Rifleman) that is delivered to NRA members. (*See* Doc. # 139-1 at ¶ 27). Finally, Remington cannot be required to ask more than 11,000 independent, third-party retailers for firearms sales records. Remington has no control over those documents, and neither could such a massive effort result in a complete list of the current owners of the (sometimes decades-old) firearms at issue here. *See Poertner v. Gillette Co.*, No. 6:12-cv-803, 2014 WL 4162771, at *3 (M.D. Fla. Aug. 21, 2014)

[4] https://www.congress.gov/112/plaws/publ55/PLAW-112publ55.pdf.

("[The defendant] does not sell at retail … And, attempting to gain this information from retailers would be difficult, expensive, and essentially fruitless."). At bottom, Remington's overbroad searches for data to locate addresses of potential Settlement Class Members, coupled with its email and mail campaigns, not only met but exceeded the "reasonable effort" requirement of Rule 23(c)(2)(B). *See Carter*, 2016 WL 3982489, at *6.

3. *The Notices Appropriately Informed Settlement Class Members of the Settlement.*

The Objectors speculate, without evidentiary support, that the Notice language itself must be deterring participation. But Defendants cannot be forced to admit a product defect (in the Notice or otherwise), as no admission of liability was a specific and critical term of the Parties' Settlement Agreement. (Fourth Amended Settlement Agreement, Doc. # 138 at ¶ 96). Indeed, absent a product safety recall, class notices typically do not contain an admission of defect or liability—rather, as here, they present the plaintiffs' allegations and the defendant's position in response. Here, the Notice clearly states Plaintiffs' position, that Remington rifles with connector-based trigger mechanisms are defective and unreasonably dangerous. It likewise states Defendants deny that the rifles are defective and maintain that the rifles are safe and reliable for all reasonably foreseeable uses if they are properly maintained. The *Garza* and *Taurus* notices, which the Objectors frequently reference, likewise contain language denying liability, in even stronger language. (Hilsee Affidavit, Doc. # 150-3, Ex. E ("Remington and DuPont denied—and continue to deny—such claims."); *Carter v. Forjas Taurus S.A., et al.*, No. 13-CV-24583, ECF 123 at Ex. A Section I.D (S.D. Fla.) ("The Taurus Companies vigorously deny the claims asserted in the Action and deny all allegations of wrongdoing and liability.").

4. *The Reach of Notice Satisfied Due Process.*

Finally, the Objectors rehash arguments concerning the reach of the notice. (Doc. # 150 at 22-24). However, as noted above, the reach percentages recommended by the Federal Judicial Center are non-binding recommendations, and all that is required is the best practicable notice under the circumstances. Regardless, the parties met the FJC reach guidelines through their first round of notice, as addressed in the Declaration of Steven Weisbrot, appended to the Parties' Joint Response in Opposition to the Hilsee Group LLC (Doc. # 139-1 at ¶¶ 7, 11-20 & n.6), which is incorporated by reference here. The extensive supplemental notice campaign necessarily extended that reach even further.

B. The Objections Regarding the Claims Process Are Likewise Meritless.

1. *The Claim Period Is Appropriate and Clearly Articulated.*

The Objectors mistakenly argue that the Claim Period is too short because it allegedly spans only 18 months. (Doc. # 150 at 27-28). However, objectors fail to recognize that the submission and receipt of claims commenced upon Preliminary Approval (here, April 14, 2015, *see* Doc. # 88) and will last an *additional* 18 months from the date that Final Approval becomes effective—a date that will be posted on the Settlement Website following the expiration of time or resolution of any appeal. This information is clearly communicated in both the Settlement Agreement and the Long Form Notice, both of which are posted on the Settlement Website.

The Settlement Agreement and the claim forms also clearly state that benefits will not be administered until after the Effective Date. (Fourth Amended Settlement Agreement, Doc. # 138 ¶ 56.). The fact that firearms that have allegedly experienced an accidental discharge or are subject to the XMP safety recall will be inspected and retrofitted now by Remington is hardly "confusing." (Doc. # 150 at 29-30). Rather, this is consistent with Remington's obligations under the recall and its routine handling of any firearm allegedly involved in an accidental discharge. Remington cannot wait until after final approval to address these repairs.

2. *The Claim Forms Are Understandable and Consistent With the Settlement Agreement.*

Objectors also speculate, again with no support, that the claim forms are somehow deterring participation. Objectors propose a more "simple" form, perhaps with a tear-off postcard that could be returned. But there are 13 different firearm models, three different triggers, three different paths to firearm repair depending on the circumstances and the customer's preferences (shipment to Remington, shipment to a Remington Authorized Repair Center ("RARC"), or hand delivery to an RARC), and multiple different benefits at issue here. A postcard-sized claim form would be impossible in this case. These variables also explain why individuals with more than one firearm must file more than one claim form—the claim forms and benefits for each model are different.

As discussed at the August 2016 notice hearing, the vast majority of claim forms have been, and will continue to be, submitted electronically through the Settlement Website, which offers a more visually stream-lined approach to filing a claim. Ex. C., Declaration of Charles E. Ferrara ("Ferrera Decl.") at ¶ 6.[5] Still, 2,872 hard-copy claim forms have been received by Angeion, and Objectors have presented no evidence that claims have not been filed because the claim form was allegedly "confusing." *Id.*

C. The Settlement Benefits Are Reasonable.

1. *Vouchers Are Appropriate for Decades-Old Rifles that Cannot Be Readily Retrofitted.*

As fully explained in Defendants' Brief in Response to Objector Barber (Doc. # 166 at 13-15), the economic-loss claims of Settlement Classes A-3 and A-4 are arguably time-barred, and an X-Mark Pro is not a suitable retrofit for the rifles at issue in those classes. (Doc. # 150 at

[5] Transcript of August 2, 2016 Hearing, Doc. # 142 at 23:6-19.

33-34, 38-39.). Moreover, the vouchers include an amount sufficient for Settlement Class members to purchase a wide array of items, including products related to safety and maintenance.[6] The vouchers here are an appropriate benefit given the circumstances that inure in these Settlement Class members' claims. *See Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1150-51 (8th Cir. 1999).

2. *Retrofits at RARCs and Remington Are Necessary.*

The Objectors take issue with the provision requiring Remington, as opposed to an RARC, to perform the retrofits for members of Settlement Class A(2). (Doc. # 150 at 38). As the Parties have previously explained, however, Remington is performing the retrofit process with respect to these firearms because it is more elaborate than the process for Settlement Class A(1) firearms and is not a repair the RARCs typically undertake. (*See* Doc. # 92 at 11; Transcript of Preliminary Approval Hearing, Doc. # 84 at 14-15).

The Objectors' criticisms regarding the number of RARCs, and comparisons with the use of gunsmiths in a 1970s recall, are similarly unfounded. (Doc. # 150 at 8, 43). As an initial matter, the number of licensed gunsmiths has dropped precipitously in the last decades. The United States Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives 2013 Annual Statistics show there has been a nearly 80% reduction in the number of "dealer" licenses granted between 1992 and 2012. *See* 27 C.F.R. §§ 478.11 (professional "gunsmith" activity falls under the definition of "dealer"); 478.41 (requires dealer to maintain a dealer license, also referred to as a Type 1 Federal Firearm License).[7] As the number of licensed dealers has

[6] In contrast to a percentage-off voucher, which the Objectors highlight as currently being available online (Doc. # 150 at 7-8), the Settlement vouchers cover the full listed price of many Remington products.

[7] https://www.atf.gov/firearms/docs/report/firearms-commerce-us-annual-statistical-update-2013/download, at 17.

decreased, so too has the number of gunsmiths that Remington has allowed to perform work as a Remington Authorized Repair Center. Every RARC receives onsite training and special handling processes in order to ensure proper repairs. Not all gunsmiths are equipped (or desire) to receive RARC status and undergo the requisite training necessary to handle Remington warranty, recall, and settlement-related work. And, as Remington may bear responsibility should a retrofit be handled improperly, Remington cannot be forced to have untrained gunsmiths handling retrofits for the Class Settlement.

Finally, the Objectors contend that Settlement Class members should be permitted to have an aftermarket trigger from the manufacturer of their choice installed rather than a retrofit using a Remington trigger. (Doc. # 150 at 39-40). But this objection is misplaced because it would require Remington to affirm the safety and propriety of triggers not specifically designed and manufactured by Remington, and also affirm the installation processes of unidentified aftermarket triggers by unidentified gunsmiths whom Remington cannot guarantee possess the requisite training. Also, because consumers add aftermarket triggers for many reasons unrelated to safety (*e.g.*, as an "upgrade" to the original trigger), Remington cannot be forced to reimburse past purchases of those triggers.

3. *Police and Governmental Purchasers Are Properly Excluded from the Settlement.*

Contrary to the Objectors' argument, the Complaint was not intended to include police officers or other individuals with rifles purchased by governmental entities. (Doc. # 150 at 46-47). Because the Settlement excludes governmental purchasers, their rights, if any, will not be affected by this Settlement, and litigation could potentially be pursued in the future.

4. *The Claims Rate is Not Reflective of the Settlement Itself.*

Finally, the Parties continue to disagree with the Objectors' misguided argument, Doc. # 150 at 13, that the claims rate has any bearing on the strength of the Settlement for the reasons explained in their Joint Supplemental Brief Pursuant to the Court's Order of December 8, 2015 (Doc. # 127). Regardless, the number of claims filed since implementing the supplemental notice has nearly tripled. Ex. C., Ferrera Decl. at ¶ 6.

D. The *Garza* Settlement is Distinguishable.

The Objectors also contend that the benefits and notice in the *Garza* settlement are superior to those in this case. *Garza*, however, involved entirely different circumstances not comparable to this case. Most significantly, the primary relief to class members in *Garza* was monetary. It is well-known that participation rates are higher in class actions where potentially significant monetary relief is available. *See, e.g.*, *De Leon v. Bank of America, N.A.*, No. 6:09-cv-1251-Orl-28KRS, 2012 WL 2568142, at *14 (M.D. Fla. April 20, 2012) (noting that claims rates in consumer class action vary based upon amount claimant will receive, among other factors) (citation omitted). For the firearms at issue in *Garza*, no "fix" was available—defendants could only agree that they would begin using different barrel steel in the manufacture of new shotguns to remedy the alleged issue going forward.[8] *See Garza v. Sporting Goods Props.*, No. 93-SA-108, 1996 WL 56247, at *9 (W.D. Tex. Feb. 6, 1996). This necessarily means that *none* of the class members' firearms were repaired to cure the defect alleged in the class complaint. Indeed, because the *Garza* settlement did *not* offer a repair for class members' firearms, several class members objected. *Id.* at *20. Here, on the other hand, the vast majority of participating Settlement Class Members' firearms will be retrofitted with a trigger that remedies the defect alleged in Plaintiffs' complaint.

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[8] Because monetary relief was the primary benefit, the claim form in *Garza* was less detailed and could be included as part of the publication notice. *See* Hilsee Affidavit, Doc. # 150-3, Ex. E.

Additionally, many components of the notice here are superior to those implemented in *Garza*. For example, although the direct notice in *Garza* was limited to the 260,000 individuals who had registered their shotgun with the defendant, *see id.* at *11, the direct notice here is far more expansive, consisting of an email or postcard to over one million consumers for whom Remington has located an email or physical address, including all warranty registrations, irrespective of the type of rifle owned. Ex. A., Crouch Decl. at ¶¶ 5-10. Publication notice was comparable, consisting of a total circulation of approximately 42.5 million; here, the circulation of the various publications exceeded 36 million. (*See Garza*, 1996 WL 56247, at *19 n. 24; Declaration of Steven Weisbrot on Implementation and Adequacy of Notice Plan, Doc. # 92-9 at ¶ 12). However, here, not only was notice widely published, but an extensive, state-of-the-art social media campaign as well as a massive, nationwide radio campaign were also utilized. And while the *Garza* settlement involved asking about 1,300 shooting clubs and firearms educators to post notice, Remington here asked more than 11,000 retail locations to post notice. (Doc. # 127 at 9-10).

III. OBJECTOR VIGANO[9]

Mr. Vigano's letter was sent on December 2, 2016, well beyond the Court's November 18 deadline for objections, and it should be disregarded as untimely. (Doc. # 167). In any event, Mr. Vigano's complaints are unfounded. Mr. Vigano is a member of Settlement Class B-2, and, because his firearm is the subject of an ongoing product safety recall, Mr. Vigano is entitled to a retrofit prior to final approval. On November 29, 2016, a tracking number was created by UPS

[9] Mr. Stringer sent a letter to the Court regarding his son's criminal trial and subsequent incarceration. (Doc. # 149). However, Mr. Stringer's letter does not appear to be an actual objection to the Settlement. Even if it were, the Parties have already addressed Mr. Stringer's arguments, which lack merit. *See* Doc. #166 at 12, n.12. Mr. Edwards' letter similarly does not appear to object to the Settlement. (Doc. # 169). To the extent the Court wishes to address Mr. Stringer's and Mr. Edward's letters at the final approval hearing, the Parties will be prepared to do so.

regarding Mr. Vigano's rifle so it could be mailed to a Remington Authorized Repair Center. *See* Ex. B. According to UPS tracking, it twice attempted to pick up Mr. Vigano's rifle but the "package was not ready" on either attempt. *See id.*; *see also* Ex. A., Crouch Decl. at ¶ 16. Shortly after Mr. Vigano wrote his letter to the Court, on December 6, UPS' third attempt to pick up Mr. Vigano's firearm was successful. *Id.* at ¶ 17. Mr. Vigano's firearm was repaired and returned to him just six days later, on December 12. *Id.*

Mr. Vigano's attempts to paint Remington's repair efforts as deliberately slow are demonstrably false. Mr. Barber also latches on to Mr. Vigano's complaints and claims they are "not altogether unique" of the alleged difficulty customers are having getting their firearms repaired under the terms of the Settlement Agreement. (Doc. # 171 at 8). However, neither Mr. Vigano nor Mr. Barber has presented the Court with the actual facts. Not only was Mr. Vigano's firearm repaired and returned within six days, but the average repair and return time for all firearms sent to a Remington Authorized Repair Center during 2016 was nine days, and firearms sent to Remington during 2016 were typically repaired within 15 days. Ex. A., Crouch Decl. at ¶¶ 13-14. Remington, as always, has worked diligently and efficiently to return all repaired firearms in a short period of time so as to minimize any inconvenience to its valued customers.

IV. CONCLUSION

For the foregoing reasons, these objections and submissions do not warrant denying final settlement approval.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of January 2017 I filed the foregoing document with the clerk of the court using the court's CM/ECF system, which will serve electronic notice on all parties of interest.

/s John K. Sherk
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